



## PRINCIPAL CONFIDENTIALITY AGREEMENT

Cardente Real Estate ("Agent"), on behalf of Owner has prepared this confidential investment offering ("Offering") intended solely for your limited use in determining whether you desire to express any further interest in **Ocean Gate Plaza** located at 511 Congress Street, Portland, Maine and the **Arts District Parking Garage** located on Brown Street, Casco Street, and Cumberland Avenue in Portland, Maine ("Property").

By signing below, you hereby acknowledge that you are a principal or an investment advisor in connection with your consideration of this offering and agree that you hereby acknowledge that you have not dealt with any broker, other than Agent, regarding the investment in the Property or, if you have, you hereby agree to indemnify the Owner and Agent against any compensation, liability, or expense arising from claims by any other broker or other party you had dealings with (excluding Agent) in connection with the Property.

The Offering does not purport to provide a complete or fully accurate summary of the Property or any of the documents related thereto, nor does it purport or claim to be all-inclusive or to contain all of the information which prospective buyers may need or desire. All financial and projections are based on assumptions relating to the general economy, competition, and other factors beyond the control of the Owner and, therefore, are subject to material variation. The projections have not been verified by the Owner or the Agent. This Offering does not constitute an indication that there has been no change in the business or affairs of the Property or the Owner since the date of preparation of this Offering. Additional information and an opportunity to inspect the site will be made available to qualified prospects.

Neither Owner nor Agent, nor any of their respective solicitors, agents, or principals has made or will make any representations or warranties, expressed or implied, as to the accuracy or completeness of this Offering, or any of its contents, and no legal commitment or obligation shall arise by reason of the Offering or its contents. Review and verification of the information contained in the Offering is solely the responsibility of the prospect, without any representations as to its environmental or physical condition. Owner and Agent expressly disclaim any and all liability for representations or warranties, expressed or implied, contained in the Offering or for omissions from the Offering, or from any other written or oral communications transmitted or made available to you.

Owner and Agent reserve the right, at their sole discretion, to reject any or all indications of interest or offers regarding the Property and/or terminate discussions with any individual or entity at any time with or without notice. Owner has no legal commitment or obligations to any individual or entity reviewing this Offering or making an offer regarding the Property unless and until a binding written agreement has been fully executed, delivered, and approved by Owner and or its legal counsel and any conditions to the Owner's obligations thereunder have been satisfied or waived. Agent is not authorized to make any representations or agreements on behalf of the Owner.

This Offering and its contents (such contents as so limited herein called the "Contents"), are of a confidential nature. By accepting this Offering, you agree that you will hold and treat the Offering and the Contents in the strictest confidence, that you will not duplicate the Offering or any part thereof, and that you will not disclose the Offering or any of the Contents to any other entity including your employees, contractors, investors, and outside advisors retained by you or to third-party institutional lenders for financing sought by you in order to assist in your determination of whether or not to make a proposal, without the prior authorization of the Owner or Agent, and that you will not use the Offering or any of the Contents in any fashion or manner detrimental to the interest of the Owner or Agent or for any purposes other than as necessary for evaluating the possibility of purchasing the Property. The obligations of confidentiality set forth herein shall not apply to information or materials: (a) that are developed by you without the use of the Offering or the Contents; (b) which is lawfully received free of restriction from another source having the right to so furnish such information; (c) after it has become generally available to the public without breach of this Agreement; or (d) must be disclosed pursuant to applicable law or regulation. In discharging the obligations of confidentiality set forth in this Agreement, you shall use the same degree of care in safeguarding the Offering and Contents as you use to safeguard your own confidential or otherwise protected information, but in no event less than reasonable and responsible care.

Electronic signatures shall be deemed sufficient for proper execution and delivery of this Agreement. Any party to this Agreement that presents an electronic signature agrees to provide an original signature upon the request of another party to this Agreement. The terms of this Agreement shall be in effect for a period of five (5) years after execution. In the event you have no further interest in proceeding with submitting an offer for the property, all confidential information provided shall be promptly returned to the Owner or Agent.

Please sign and return this confidentiality agreement to **Cardente Real Estate** via email to [matt@Cardente.com](mailto:matt@Cardente.com) or [greg@cardente.com](mailto:greg@cardente.com) , by fax to Cardente Real Estate at 207.773.0066, or by mail to: Cardente Real Estate, 322 Fore Street, Portland, Maine, 04101.

### ACCEPTED AND AGREED TO:

Accepted by: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Date: \_\_\_\_\_

